

ORDINANCE No. 112478

Law Department

COUNCIL BILL No. 105087

The City of Seattle--Legisla

AN ORDINANCE transferring the
Waterfront Streetcar System to
the Municipality of Metropolitan
Seattle ("METRO"), authorizing
a transfer agreement, and
supplemental assignments or
documents to effect the transfer.

REPORT OF COMMITTEE

Honorable President:

Your Committee on TRANSPORTATION

to which was referred the within Council Bill No. 10508
report that we have considered the same and respectfully rec

COMPTROLLER FILE No. _____

Introduced: SEP 16 1985	By: EXECUTIVE REQUEST
Referred: SEP 16 1985	To: <i>Transportation</i>
Referred:	To:
Referred:	To:
Reported: SEP 30 1985	Second Reading: SEP 30 1985
Third Reading: SEP 30 1985	Signed: SEP 30 1985
Presented to Mayor: OCT 1 1985	Approved: OCT 8 1985
Returned to City Clerk: OCT 8 1985	Published:
Vetoed by Mayor:	Veto Published:
Passed over Veto:	Veto Sustained: OK

[Signature]
Committee Chair

Law Department

The City of Seattle--Legislative Department

REPORT OF COMMITTEE

Date Reported
and Adopted

Honorable President:

Your Committee on TRANSPORTATION

to which was referred the within Council Bill No. 105087
report that we have considered the same and respectfully recommend that the same:

wp

to pass

H. J. Benard

Committee Chair

ORDINANCE 112478

AN ORDINANCE transferring the Waterfront Streetcar System to the Municipality of Metropolitan Seattle ("METRO"), authorizing a transfer agreement, and supplemental assignments or documents to effect the transfer.

BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

Section 1. The Waterfront Streetcar System shall be transferred to the Municipality of Metropolitan Seattle ("Metro") effective November 1, 1985. The Waterfront Streetcar System includes the streetcars, the trackage, the platforms, in Alaskan Way at Broad Street, Vine Street, Bell Street, Pike Street, University Street, Madison Street, and Main Street, its barn, all movable equipment of the system, and the privilege of operating the Waterfront Street Car.

Section 2. To effect the transfer of the Waterfront Streetcar System to Metro, the Mayor is authorized to execute and deliver, and the City Comptroller to attest, for and on behalf of The City of Seattle, an agreement with Metro, similar to the form attached as Exhibit "A", transferring the authority and responsibility for the system, the property and property interests of the City in the system, and employees, and providing for outstanding contracts, liabilities, allocation of federal funds, the fulfillment of obligations under Local Improvement District No. 6731, informational signage and traffic control devices, and ancillary matters. The Mayor is further authorized for and on behalf of The City of Seattle to execute such assignments with Burlington Northern and other railroads for use and service of the trackage, sub-lease agreements, and other documents as may be necessary to carry out the transfer agreement. The City Attorney is hereby authorized to enter into such stipulations or agreements with Metro as may be necessary to reflect the respective rights and responsibilities of each of these parties in connection with the construction-related claims and counter-claims currently being asserted in a pending King County Superior Court action.

(To be used for all Ordinances except Emergency.)

Section 3. Transfer of the system, and transfer of employees on November 1, 1985, and execution of documents authorized in Section 2 pursuant to the authority and prior to the effective date of this ordinance is hereby ratified and confirmed.

Section 4. This ordinance shall take effect and be in force thirty days from and after its passage and approval, if approved by the Mayor; otherwise it shall take effect at the time it shall become a law under the provisions of the city charter.

Passed by the City Council the 30th day of September, 1985,
and signed by me in open session in authentication of its passage this 30th day of
September, 1985.

Mumma B. Fles
President of the City Council.

Approved by me this 8th day of October, 1985.
Charles Ray
Mayor.

Filed by me this 8th day of October, 1985.

Attest: *G. Hill*
City Comptroller and City Clerk.

(SEAL)

Published

By *Theresa Dunbar*
Deputy Clerk.

7-1-85
METRO

WATERFRONT STREETCAR TRANSFER AGREEMENT

By and Between
THE CITY OF SEATTLE

DRAFT

and

THE MUNICIPALITY OF METROPOLITAN SEATTLE

The City of Seattle, herein called "the City" and the Municipality of Metropolitan Seattle, herein called "Metro" agree to transfer the Waterfront Streetcar system and certain activities, personnel and property to Metro as follows:

1. Transfer of Authority and Responsibility.

- a) Effective the transfer date, Metro shall have the right, responsibility and authority to operate the Waterfront Streetcar system as part of its metropolitan public transportation system for the Seattle-King County Metropolitan area. On and after the transfer date, Metro shall own, operate, and maintain the Waterfront Streetcar system, set schedules and fares, and fulfill commitments to the railroads for streetcar trackage as provided by this agreement.
- b) The term, "Waterfront Streetcar System" means all "Waterfront Streetcar Facilities," the streetcars, and the privilege to use the railroad trackage for streetcar purposes and the platforms in Alaskan Way at Broad Street, Vine Street, Bell Street, Pike Street, University Street, Madison Street, and Main Street for passenger stations; "Waterfront Streetcar Facilities," means those improvements and equipment, affixed to the realty, and shown on Seattle Engineering Department Plan 774-16. "Streetcars" means the trolley coaches, rolling stock, and other movable equipment identified in Exhibit A.

2. Transfer and Use of Properties.

- a) Properties. The city hereby transfers to Metro, and Metro accepts, all the City's rights, titles and interests in the Waterfront Streetcar System effective as of the transfer date.

Metro has inspected the Waterfront Streetcar Facilities and the streetcars and accepts them "as is, where is" on the transfer date.

- b) Permits. Metro shall apply for and the City shall provide Metro with the necessary street use permits for the Waterfront Streetcar maintenance, storage and yard facilities as shown on Seattle Engineering Department Plan 774-16 page 6 and the rectifier building shown on page 13, at no additional cost to Metro, for the duration of the period Metro operates the Waterfront Streetcar System.
- c) Memorandum. The city will prepare a memorandum of transfer for recording with the King County Department of Records and Elections.
- d) Limitations of Permits. All street use permits are subject to the primary usage of the street for public travel and transportation and to any vested rights of abutters.

3. Transfer of Employees.

- a) From and after the transfer date all persons who were employed by the City as conductors on the Waterfront Streetcar shall be employed by Metro as conductors at the compensation rates and with the employee benefits provided under the City's collective bargaining agreement (Exhibit B).
- b) Metro agrees to establish a job classification of streetcar conductor that will be separate and distinct from all other job classes within Metro. This job classification will have the same specifications as those of the City Streetcar Conductor (Exhibit C). The conductors transferred to Metro will be given seniority standing in the streetcar conductor classification that is equivalent to their seniority standing with the City.
- c) All persons currently employed by the City as temporary streetcar conductors will be employed by Metro as temporary conductors until such time as they 1) submit a written resignation, or 2) a period of one year passes without their accepting

assignments as fill-in conductors. Metro agrees to offer temporary employment positions to the transferred temporary personnel prior to assigning alternative personnel to serve as temporary conductors. Temporary streetcar conductors will be used to provide for extra shifts during summer schedules and for relief of regular conductors on sick leave or vacation.

- d) Each transferred employee shall receive from Metro equivalent sick leave, vacation credit, floating holiday, and other employment benefits (such as insurance and medical coverage) that the employee was entitled to with the City on the transfer date. No employee shall be reduced in position, wage, or salary on account of the transfer.
- e) All transferred employees shall be covered by Metro's personnel system. Transferred employees will receive service credit and other benefits measured by tenure on account of their employment with the City as if they had continuously been employed with Metro.
- f) Each transferred employee retains the pension rights preserved under RCW 35.58.390. On or before the transfer date, Metro shall explain to the affected employees their options, provide information about the comparative plans, and request each employee to make a written election. As to those transferred employees who elect to continue to participate in the City Employees' Retirement System, Metro shall withhold and pay to the City the payment due from the employee under the City's system and shall itself pay to the City any amounts required to be paid under the provisions of the City system by the employer.
- g) Effective on the transfer date, Local 17 of the International Federation of Professional and Technical Engineers (IFPTE) relinquishes all representation rights for conductors occupying permanent positions, and the Amalgamated Transit Union, Local 587, will assume all representation rights for said conductors.

4. Outstanding Contracts.

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REVISED
4, 1985
- a) Effective on the transfer date, Metro shall succeed to the rights and obligations of the City on contracts made for the Waterfront Streetcar Facilities and release the City from all covenants. Wherever practical, and as soon as practical, Metro shall substitute itself for the City in the Agreement or successor document until termination thereof or renegotiation thereof by Metro. Such contracts shall include but not be limited to the Burlington Northern track lease agreement and service contracts, shown on Exhibit D. The City and Metro shall cooperate in securing assignments and consents to assignments of such contracts whenever necessary. Pending a novation or substitution of parties in agreements with Burlington Northern and other railroads for trackage usage and service, Metro will represent the City in negotiations, and appear and defend any lawsuits by the lessors, relating to or on account of Metro's usage of the rights and privileges granted for the Waterfront Streetcar or after the transfer date, for the non-performance of any obligation thereunder.
- b) Metro shall enter into a sublease agreement with the City for use by the Waterfront Streetcar of the franchise right-of-way and track described in the lease agreement between the City and Burlington Northern Railroad. Such sublease shall contain a clause indemnifying the City from any loss resulting from the City's obligations under the Burlington Northern track lease agreement.

Metro, with the assistance of the City, shall pursue entering into a direct lease agreement with Burlington Northern Railroad and substituting Metro for the City in the track lease agreement shown on Exhibit D. Metro agrees to maintain at its own cost and to name the City as an additional insured on the insurance coverage indicated in Section II of the track lease agreement.

c) Metro will receive funds payable to the City earned on or after the transfer date, due from contracts relating to the Waterfront Streetcar Facilities and pay those debts incurred on or after the transfer date when presented with invoices and supporting documentation by the City for contracts shown on Exhibit D.

d) The City retains its regulatory authority over its streets and street usage. The privileges to use street area for Waterfront Streetcar purposes are not exclusive and do not restrict the authority of the City to grant other uses of the street or any part thereof.

5. Liabilities, Claims & Funds Payable.

a) The City agrees to hold harmless, indemnify and defend Metro from all claims, funds payable, liability, loss, damage, demands, fines and penalties, and costs and expenses of any nature, including court costs and attorneys' fees, resulting from any incident or claim occurring during the City's ownership and operation of the Waterfront Streetcar System on or before the transfer date.

b) Metro agrees to hold harmless, indemnify and defend City from all claims, funds payable, liability, loss, damage, demands, fines and penalties, and costs and expenses of any nature, including court costs and attorneys' fees, resulting from any incident or claim occurring during Metro's ownership and operation of the Waterfront Streetcar System on or after the transfer date.

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METRO
7-1-85

- c) Any money given or awarded to the City in connection with any incident or claim occurring during its own ownership and operation of the Waterfront Streetcar System, shall be the property of the City. Any money given or awarded to Metro in connection with any incident or claim occurring during its own ownership and operation of the Waterfront Streetcar System shall be the property of Metro.

6. Fare Division.

All fares and revenues collected as a result of the operation of the Waterfront Streetcar by the City before the transfer date shall belong to and become the property of the City. All fares and revenues collected as a result of the operation of the Waterfront Streetcar by Metro on and after the transfer date shall belong to and become the property of Metro.

7. Federal Funds.

Commencing with the federal fiscal year 1986 apportionment based on 1984 service data, and thereafter, the City waives all claims to federal (UMTA) Section 9 grant funds accrued as a result of the Waterfront Streetcar Facilities track mileage and assigns those rights to Metro. For 1985, UMTA Section 9 funds accrued as a result of the Waterfront Streetcar Facilities track mileage shall be allocated as follows:

- a) Capital funds totalling \$270,055 shall be allocated to the city.
- b) Operating assistance funds totalling \$34,749 shall be pro-rated based on the transfer date.

8. Local Improvement District No. 6731.

Metro shall:

- a) Operate the Waterfront Streetcar Facilities as a transportation facility in order to facilitate public travel, encourage tourist and pedestrian visits to and enjoyment of the Seattle waterfront, and reflect the streetcar's status as a unique attraction on the waterfront;

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- b) Maintain the Waterfront Streetcar System in at least as good an operating condition as existing at the time of transfer. Equipment sold or transferred shall be replaced by equal or better equipment consonant with the Waterfront Streetcar as a Seattle Landmark;
- c) Retain the assets and the waterfront Streetcar System for the benefit of Local Improvement District No. 6731 ("LID No. 6731") until all deb'ts of LID No. 6731 are paid, unless the City authorizes a transfer. This subsection does not limit replacement of equipment. If the City authorizes a transfer of assets without a replacement, Metro shall tender the funds received in exchange to the City for application to payment of the debts of LID No. 6731;
- d) Provide first party property damage and collision insurance (covering fire, flood and other insured perils) on the Waterfront Streetcar System at least equal to the lesser of (a) the replacement cost of the Waterfront Streetcar System, or (b) the outstanding debt of LID No. 6731. In the event a casualty or collision damages the Waterfront Streetcar System, the proceeds from the insurance shall first be applied to replacement of the System, and if METRO and the City determine that replacement of all or part of the damaged property is not feasible, the proceeds or balance thereof shall be remitted to the City for payment of the debt of LID No. 6731.
- e) The obligations under this section shall continue until all debt of LID No. 6731 has been paid in full (which is anticipated to occur about December 8, 1995), and for as long thereafter as the Waterfront Streetcar System operates in conformance with accepted Metro productivity guidelines. No charge may be made against LID No. 6731 on account of any costs or expenses of operation or reconstruction of the Waterfront Streetcar System or the maintenance of insurance.

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- f) With the consent of the City, Metro may substitute for the insurance contemplated by subsection (d) a system of self-assurance (including reserves, maintenance of replacement inventories, and assurances), which will provide the City as trustee for LID No. 6731 at least equal coverage, replacement of equipment or repayment funds, and continuity in operation to that which property damage and collision insurance would supply.
- g) The City shall continue to collect all LID No. 6731 assessments and administer the local improvement district and apply the same to payment of the debts of the District.
- h) Metro shall continue to operate the Waterfront Streetcar System at least to the time of the dissolution of Local Improvement District No. 6731, anticipated to occur December 8, 1995.

9. Rider Information Signage.

All informational signage located on the streetcar stop platforms that advise passengers of schedules, fares, operating instructions and general information about the historic nature of the streetcar or the surrounding area shall be the responsibility of Metro.

10. Traffic Control Devices.

The installation, removal and maintenance of all traffic control devices which control, direct and/or warn pedestrians and operators of vehicles and streetcars, shall be the sole responsibility of the City. Installation, removal and maintenance of devices located along the track and deemed by the City to apply solely to the operation of the streetcars shall be paid for by Metro. Traffic control signing located within the Waterfront Streetcar maintenance, storage and yard facilities will be the responsibility of Metro.

11. Mutual Consultation/cooperation.

- a) To the degree permitted by law and City ordinance, the City agrees to expedite and use its best efforts to facilitate the design reviews and processing of applications for City permits and approvals requested by Metro for extension of the Waterfront Streetcar System.

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METRO
7-1-85

- b) Metro agrees to cooperate in the identification and acquisition of funding for capital costs associated with changes in the trackage, carstops and associated facilities which might be needed as a result of the planning, design and construction of revisions to the street areas of Alaskan Way, commonly known as the Waterfront Plan.
- c) The City agrees to provide Metro with timely and frequent opportunities for involvement in the proposed Waterfront Plan as it relates to the Waterfront Streetcar System, Metro operations and other Metro facilities on the waterfront.
- d) Metro recognizes that the City is presently negotiating with the Burlington Northern Railroad relative to their operation of trains along the waterfront. The City will consult with and seek agreement by Metro with regard to the terms of any agreement between the City and Burlington Northern Railroad insofar as those terms affect trackage used by the streetcars, their carstops or hours of operation.

12. Operating Assistance.

On the transfer date, the City shall be released from all obligations relating to Waterfront Streetcar Facilities, including particularly financial assistance for its continued operations. The City makes no commitment to provide any financial assistance for the operating or improvement of the Waterfront Streetcar System. If the City decides to provide such financial assistance, the parties will execute an amendment or separate agreement for that purpose.

13. Prior Agreements.

This Agreement supersedes all prior agreements between the parties relating to operation and maintenance of the Waterfront Streetcar.

14. Successors and Assigns.

This Agreement and all the terms, provisions, conditions and covenants hereof shall be binding upon the parties hereto and their respective successors and assigns.

15. Amendments.

Both parties reserve the power to amend this agreement by mutual agreement. It creates no private vested rights in any person.

16. Incorporation of Documents.

The following exhibits are incorporated by reference and are part of the text of this agreement:

Exhibit "A" Description of Property and Equipment

Exhibit "B" Collective Bargaining Agreement with Local 17
IFPTE

Exhibit "C" Streetcar Conductor Job Classification

Exhibit "D" Outstanding Contracts

To record their agreement, this document was executed by the parties through their authorized representatives.

THE CITY OF SEATTLE

MUNICIPALITY OF METROPOLITAN
SEATTLE

By: _____
Charles Royer
Mayor

By: _____
Alan J. Gibbs
Executive Director

Date: _____

Date: _____

Acting under the authority of
Seattle Ordinance
No. _____

Acting under the authority of
Metro Council Resolution
No. _____

Attest: _____
Tim Hill
City Controller

Attest: _____
Bonnie Mattson
Clerk of the Council



INTERNATIONAL
FEDERATION OF
PROFESSIONAL
AND
TECHNICAL
ENGINEERS

NO. 17
C/O

OFFICE
1000 AVENUE NORTH
SEATTLE, WA 98109
4-3111

Jorgen Rader

September 25, 1985

COPY OF WITHIN RECEIVED

SEP 26 1985

Douglas N. Jewett
CITY ATTORNEY

Mr. William Hauskins
Labor Negotiator
City of Seattle Personnel Department
Dexter Horton Building
710 Second Avenue
Seattle, Washington 98104

Subject: Waterfront Streetcar Conductors

Dear Mr. Hauskins:

This letter is in response to your request that I put, in writing, what I have verbally agreed with you, an Assistant City Attorney, and Mr. Rosmith as it relates to the transfer of the streetcar conductors to METRO.

I believe Item G of the Transfer Agreement clearly delineates my verbal commitments with the City of Seattle as it relates to the streetcar conductors. "Effective on the transfer date Local 17 of the International Federation of Professional and Technical Engineers relinquishes all representational right for conductors occupying permanent positions, and the Amalgamated Transit Union, Local 587, will assume all representation rights for said conductors."

I believe I have made myself clear to you, the City Attorney, and other members of the City that Local 17 relinquishes the rights to represent the conductors because we feel that upon the transfer to METRO that they more properly belong in the bargaining unit of the Amalgamated Transit Union. I would like to stress that it is Local 17's intention to shepherd the agreement reached between the City of Seattle and METRO through and if we find that Municipality of Metropolitan Seattle violates that written document we would take legal action to enforce same. We have contacted our brothers in the Amalgamated Transit Workers Union and assured them as we have you that upon the transfer to METRO the conductors would become members of their organization.


I would like to note to you and to METRO that our word was satisfactory and the Transfer Agreement was acceptable for the Transit Workers Union and it was not necessary to memorialize it in writing.

Mr. William Hauskins
September 25, 1985
Page Two

In closing I would like to thank you for your cooperation in this matter and do realize it was not necessarily your personal feelings that a letter was necessary to document my oral statements but METRO is insisting that the Transfer Agreement is not binding upon Local 17.

I hope this letter clarifies and documents my oral commitments to you and the City and makes it loud and clear to METRO that we, at Local 17, plan to adhere to our word and to the Transfer Agreement, more than I can say they have done in the past.

Sincerely,



MICHAEL T. WASKE
Business Manager

MIW:dc
opeiu8

cc: Transit Union Local #587

Seattle
Engineering Department

Eugene V. Avery, Director of Engineering
Charles Royer, Mayor

September 9, 1985



REC'D OMB SEP 11 1985

Honorable Charles Royer
Mayor, The City of Seattle
Seattle, Washington 98104

830087

Attention: Gary Zarker, Director
Office of Management and Budget

Subject: Waterfront Streetcar
Transfer Agreement

Dear Mayor Royer:

REQUEST. We request adoption by the Seattle City Council of the attached legislation transferring the Waterfront Streetcar System to the Municipality of Metropolitan Seattle (METRO).

BACKGROUND. The City of Seattle and the Municipality of Metropolitan Seattle (METRO) entered into the Waterfront Streetcar Operation and Maintenance Agreement (O&M Agreement) on February 22, 1978. The O&M Agreement (as amended) provides for the Agreement to terminate five (5) years from the date the Waterfront Streetcar System commenced public service. The current date of expiration is June 30, 1987.

In 1983, the METRO Council identified extension of the Waterfront Streetcar as an integral part of the proposed downtown circulation system in the preferred alternative for the Downtown Seattle Transit Project. As the O&M Agreement provides for the transfer of the system to METRO upon the expiration of the Agreement, negotiations have taken place between the City and METRO to affect an earlier transfer to facilitate implementation of the Downtown Seattle Transit Project. Transfer of the system to METRO at this time will simplify administrative and operating procedures necessary to extend the streetcar line.

Hon. Charles Royer
September 9, 1985
Page Two

The attached legislation authorizes the transfer of the Waterfront Streetcar System to METRO effective November 1, 1985. It also authorizes the Mayor to execute a "Transfer Agreement" with METRO which outlines the authority and responsibilities of the parties along with their liabilities and obligations.

FUNDING. No appropriation is required in connection with the transfer agreement. The City's subsidy to the Waterfront Streetcar will be eliminated by this action. The estimated amount of subsidy for 1985 was \$170,000. The City will save approximately Twenty-Eight Thousand Three Hundred Dollars (\$28,300) if the transfer is authorized per the attached legislation.

IMPORTANCE. The administration of the Waterfront Streetcar will be simplified by the transfer of the system to METRO. By transferring the system at this time, the extension of the system as a part of the Downtown Seattle Transit Project will be made easier.

The effective date for the transfer of the system has been negotiated and set at November 1, 1985. The attached legislation contains a "ratify and confirm prior acts" clause to implement the transfer effective as of that date.

Very truly yours,

W. G. Van Gelder

for EUGENE V. AVERY, P. E.
Director of Engineering

EVA/WPB:pam

Attachments

cc: W. G. Van Gelder, SED
B. W. Fairfax, SED
W. P. Brown, SED, 625-2378
Office of Management and Budget

I. TITLE

Waterfront Streetcar
Transfer Agreement

II. OBJECTIVE

Transfer the Waterfront Streetcar System to the Municipality of Metropolitan Seattle (METRO), authorize an agreement to effectuate such transfer, and authorize such other agreements as may be necessary to accomplish the transfer.

III. FISCAL

No appropriation is required.

City subsidy of the Waterfront Streetcar will be eliminated. The 1985 estimated subsidy was \$170,000. The actual 1985 subsidy will be approximately One Hundred Forty-One Thousand Seven Hundred Dollars (\$141,700).

IV. PERSONNEL

No new personnel are required.

V. EQUIPMENT

No new equipment is required.

VI. EVALUATION

The early transfer to METRO (1985 instead of 1987) will simplify administrative and operating procedures necessary to extend the system as a part of the Downtown Seattle Transit Project.

VII. ALTERNATIVE

Delaying the transfer or not implementing the transfer would require administrative and financial arrangements regarding operation of the streetcar line extension to be constructed by METRO.

City of Seattle

Executive Department-Office of Management and Budget

Gary Zarker, Director
Charles Royer, Mayor

#16146



September 10, 1985

The Honorable Douglas Jewett
City Attorney
City of Seattle

CR

Dear Mr. Jewett:

The Mayor is proposing to the City Council that the enclosed legislation be adopted.

REQUESTING
DEPARTMENT: Engineering

SUBJECT: Waterfront Streetcar Transfer Agreement

Pursuant to the City Council's S.O.P. 100-014, the Executive Department is forwarding this request for legislation directly to your office for review and drafting.

After reviewing this request and drafting appropriate legislation:

- (xx) File the legislation with the City Clerk for formal introduction to the City Council as an Executive Request.
- () Do not file with City Council but return the proposed legislation to OMB for our review. Return to _____.

Sincerely,

Charles Royer
Mayor

By

Gary Zarker
GARY ZARKER
Budget Director

GZ/ns

Enclosure

cc: Director, SED

Seattle
Engineering Department

Eugene V. Avery, Director of Engineering
Charles Royer, Mayor

September 9, 1985

W.G.V.
(SED)



Log# 830089

Honorable Charles Royer
Mayor, The City of Seattle
Seattle, Washington 98104

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Office of Management and Budget

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In 1983, the METRO Council identified extension of the Waterfront Streetcar as an integral part of the proposed downtown circulation system in the preferred alternative for the Downtown Seattle Transit Project. As the O&M Agreement provides for the transfer of the system to METRO upon the expiration of the Agreement, negotiations have taken place between the City and METRO to affect an earlier transfer to facilitate implementation of the Downtown Seattle Transit Project. Transfer of the system to METRO at this time will simplify administrative and operating procedures necessary to extend the streetcar line.

Hon. Charles Royer
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EUGENE V. AVERY, P. E.
Director of Engineering

EVA/WPB:pam

Attachments

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City of Seattle

ORDINANCE 112476

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BE IT ORDAINED BY THE CITY OF SEATTLE AS FOLLOWS:

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Section 4. This ordinance shall take effect and be in force thirty days from and after its passage and approval, if approved by the Mayor; otherwise it shall take effect at the time it shall become a law under the provisions of the city charter.

Passed by the City Council the 30th day of September, 1985,
and signed by me in open session in authentication of its passage the 30th
September, 1985.

President of the City Council

Approved by me this 8th day of October, 1985,
Mayor.

Filed by me this 8th day of October, 1985.

Attest: Jim Hill
City Controller and City Clerk.

(SEAL)

By: Thomas Dunbar
Deputy Clerk.

Publication ordered by TIM HILL, Comptroller and City Clerk.
Date of official publication in Daily Journal of Commerce, Seattle, October 10, 1985.

(C-791-X)

C-791-X

Affidavit of Publication

title

STATE OF WASHINGTON
KING COUNTY—SS.

The undersigned, on oath states that he is an authorized representative of The Daily Journal of Commerce, a daily newspaper, which newspaper is a legal newspaper of general circulation and it is now and has been for more than six months prior to the date of publication hereinafter referred to, published in the English language continuously as a daily newspaper in Seattle, King County, Washington, and it is now and during all of said time was printed in an office maintained at the aforesaid place of publication of this newspaper. The Daily Journal of Commerce was on the 12th day of June, 1941, approved as a legal newspaper by the Superior Court of King County.

The notice in the exact form annexed, was published in regular issues of The Daily Journal of Commerce, which was regularly distributed to its subscribers during the below stated period. The annexed notice, a

Ordinance No. 112478

was published on October 10, 1985

B. Blair
Subscribed and sworn to before me on

October 10, 1985

Barbara L. Jones
Notary Public for the State of Washington,
residing in Seattle.

ORD 112478

DUPLICATE ORIGINAL

WATERFRONT STREETCAR TRANSFER AGREEMENT

By and Between

THE CITY OF SEATTLE

and

THE MUNICIPALITY OF METROPOLITAN SEATTLE

FILED
CITY OF SEATTLE
1938 FEB 27 PM 3:51
COMPTROLLER AND CITY CLERK

The City of Seattle, herein called "the City" and the Municipality of Metropolitan Seattle, herein called "Metro" agree to transfer the Waterfront Streetcar system and certain activities, personnel and property to Metro as follows:

1. Transfer of Authority and Responsibility.

- a) Effective the transfer date, Metro shall have the right, responsibility and authority to operate the Waterfront Streetcar system as part of its metropolitan public transportation system for the Seattle-King County Metropolitan area. On and after the transfer date, Metro shall own, operate, and maintain the Waterfront Streetcar system, set schedules and fares, and fulfill commitments to the railroads for streetcar trackage as provided by this agreement.
- b) The term, "Waterfront Streetcar System" means all "Waterfront Streetcar Facilities," the streetcars, and the privilege to use the railroad trackage for streetcar purposes and the platforms in Alaskan Way at Broad Street, Vine Street, Bell Street, Pike Street, University Street, Madison Street, and Main Street for passenger stations; "Waterfront Streetcar Facilities," means those improvements and equipment, affixed to the realty, and shown on Seattle Engineering Department Plan 774-16. "Streetcars" means the trolley coaches, rolling stock, and other movable equipment identified in Exhibit A.

2. Transfer and Use of Properties.

- a) Properties. The city hereby transfers to Metro, and Metro accepts, all the City's rights, titles and interests in the Waterfront Streetcar System effective as of the transfer date.

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Metro has inspected the Waterfront Streetcar Facilities and the streetcars and accepts them "as is, where is" on the transfer date.

- b) Permits. Metro shall apply for and the City shall provide Metro with the necessary street use permits for the Waterfront Streetcar maintenance, storage and yard facilities as shown on Seattle Engineering Department Plan 774-16 page 6 and the rectifier building shown on page 13, at no additional cost to Metro, for the duration of the period Metro operates the Waterfront Streetcar System.
- c) Memorandum. The city will prepare a memorandum of transfer for recording with the King County Department of Records and Elections.
- d) Limitations of Permits. All street use permits are subject to the primary usage of the street for public travel and transportation and to any vested rights of abutters.

3. Transfer of Employees.

- a) From and after the transfer date all persons who were employed by the City as conductors on the Waterfront Streetcar shall be employed by Metro as conductors at the compensation rates in effect on the transfer date.
- b) Metro agrees to establish a job classification of streetcar conductor that will be separate and distinct from all other job classes within Metro. This job classification will have the same or comparable specifications as those of the City Streetcar Conductor (Exhibit B). The conductors transferred to Metro will be given seniority standing in the streetcar conductor classification that is equivalent to their seniority standing with the City.
- c) All persons currently employed by the City as temporary streetcar conductors will be employed by Metro as temporary conductors until such time as they 1) submit a written resignation, or 2) a period of one year passes without their accepting

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assignments as fill-in conductors. Metro agrees to offer temporary employment positions to the transferred temporary personnel prior to assigning alternative personnel to serve as temporary conductors. Temporary streetcar conductors will be used to provide for extra shifts during summer schedules and for relief of regular conductors on sick leave or vacation.

- d) Each transferred employee shall receive from Metro equivalent sick leave, vacation credit, floating holiday, and other employment benefits (such as insurance and medical coverage) that the employee was entitled to with the City on the transfer date. No employee shall be reduced in position, wage, or salary on account of the transfer.
- e) All transferred employees shall be covered by Metro's personnel system. Transferred employees will receive service credit and other benefits measured by tenure on account of their employment with the City as if they had continuously been employed with Metro.
- f) Each transferred employee retains the pension rights preserved under RCW35.58.390. On or before the transfer date, Metro shall explain to the affected employees their options, provide information about the comparative plans, and request each employee to make a written election. As to those transferred employees who elect to continue to participate in the City Employees' Retirement System, Metro shall withhold and pay to the City the payment due from the employee under the City's system and shall itself pay to the City any amounts required to be paid under the provisions of the City system by the employer.
- g) Effective on the transfer date, Local 17 of the International Federation of Professional and Technical Engineers (IFPTE) relinquishes all representation rights for conductors occupying permanent positions, and the Amalgamated Transit Union, Local 587, will assume all representation rights for said conductors.

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4. Outstanding Contracts.

- a) Effective on the transfer date, Metro shall succeed to the rights and obligations of the City on contracts made for the Waterfront Streetcar Facilities and release the City from all covenants. Wherever practical, and as soon as practical, Metro shall substitute itself for the City in the Agreement or successor document until termination thereof or renegotiation thereof by Metro. Such contracts shall include but not be limited to the Burlington Northern track lease agreement and service contracts, shown on Exhibit C. The City and Metro shall cooperate in securing assignments and consents to assignments of such contracts whenever necessary. Pending a novation or substitution of parties in agreements with Burlington Northern and other railroads for trackage usage and service, Metro will represent the City in negotiations, and appear and defend any lawsuits by the lessors, relating to or on account of Metro's usage of the rights and privileges granted for the Waterfront Streetcar or after the transfer date, for the non-performance of any obligation thereunder.
- b) Metro shall enter into a sublease agreement with the City for use by the Waterfront Streetcar of the franchise right-of-way and track described in the lease agreement between the City and Burlington Northern Railroad. Such sublease shall contain a clause indemnifying the City from any loss resulting from the City's obligations under the Burlington Northern track lease agreement.
- Metro, with the assistance of the City, shall pursue entering into a direct lease agreement with Burlington Northern Railroad and substituting Metro for the City in the track lease agreement shown on Exhibit C. Metro agrees to maintain at its own cost and to name the City as an additional insured on the insurance coverage indicated in Section II of the track lease agreement.

c) Metro will receive funds payable to the City earned on or after the transfer date, due from contracts relating to the Waterfront Streetcar Facilities and pay those debts incurred on or after the transfer date when presented with invoices and supporting documentation by the City for contracts shown on Exhibit C.

d) The City retains its regulatory authority over its streets and street usage. The privileges to use street area for Waterfront Streetcar purposes are not exclusive and do not restrict the authority of the City to grant other uses of the street or any part thereof.

5. Liabilities, Claims & Funds Payable.

a) The City agrees to hold harmless, indemnify and defend Metro from all claims, funds payable, liability, loss, damage, demands, fines and penalties, and costs and expenses of any nature, including court costs and attorneys' fees, resulting from any incident or claim occurring during the City's ownership and operation of the Waterfront Streetcar System on or before the transfer date.

b) Metro agrees to hold harmless, indemnify and defend the City from all claims, funds payable, liability, loss, damage, demands, fines and penalties, and costs and expenses of any nature, including court costs and attorneys' fees, resulting from any incident or claim occurring during Metro's ownership and operation of the Waterfront Streetcar System on or after the transfer date.

c) Any money given or awarded to the City in connection with any incident or claim occurring during its own ownership and operation of the Waterfront Streetcar System, shall be the property of the City. Any money given or awarded to Metro in connection with any incident or claim occurring during its own ownership and operation of the Waterfront Streetcar System shall be the property of Metro.

6. Fare Division.

All fares and revenues collected as a result of the operation of the Waterfront Streetcar by the City before the transfer date shall belong to and become the property of the City. All fares and revenues collected as a result of the operation of the Waterfront Streetcar by Metro on and after the transfer date shall belong to and become the property of Metro.

7. Federal Funds.

Commencing with the federal fiscal year 1986 apportionment based on 1984 service data, and thereafter, the City waives all claims to federal (UMTA) Section 9 grant funds accrued as a result of the Waterfront Streetcar Facilities track mileage and assigns those rights to Metro.

8. Local Improvement District No. 6731.

Metro shall:

- a) Operate the Waterfront Streetcar Facilities as a transportation facility in order to facilitate public travel, encourage tourist and pedestrian visits to and enjoyment of the Seattle waterfront, and reflect the streetcar's status as a unique attraction on the waterfront;
- b) Maintain the Waterfront Streetcar System in at least as good an operating condition as existing at the time of transfer. Equipment sold or transferred shall be replaced by equal or better equipment consonant with the Waterfront Streetcar as a Seattle Landmark;
- c) Retain the assets and the Waterfront Streetcar System for the benefit of Local Improvement District No. 6731 ("LID No. 6731") until all debts of LID No. 6731 are paid, unless the City authorizes a transfer. This subsection does not limit replacement of equipment. If the City authorizes a transfer of assets without a replacement, Metro shall tender the funds received in exchange to the City for application to payment of the debts of LID No. 6731;

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- d) Provide first party property damage and collision insurance (covering fire, flood and other insured perils) on the Waterfront Streetcar System at least equal to the lesser of (a) the replacement cost of the Waterfront Streetcar System, or (b) the outstanding debt of LID No. 6731. In the event a casualty or collision damages the Waterfront Streetcar System, the proceeds from the insurance shall first be applied to replacement of the System, and if METRO and the City determine that replacement of all or part of the damaged property is not feasible, the proceeds or balance thereof shall be remitted to the City for payment of the debt of LID No. 6731.
- e) The obligations under this section shall continue until all debt of LID No. 6731 has been paid in full (which is anticipated to occur about December 8, 1995), and for as long thereafter as the Waterfront Streetcar System operates in conformance with accepted Metro productivity guidelines. No charge may be made against LID No. 6731 on account of any costs or expenses of operation or reconstruction of the Waterfront Streetcar System or the maintenance of insurance.
- f) With the consent of the City, Metro may substitute, for the insurance contemplated by subsection (d) a system of self-assurance (including reserves, maintenance of replacement inventories, and assurances), which will provide the City as trustee for LID No. 6731 at least equal coverage, replacement of equipment or repayment funds, and continuity in operation to that which property damage and collision insurance would supply.
- g) The City shall continue to collect all LID No. 6731 assessments and administer the local improvement district and apply the same to payment of the debts of the District.
- h) Metro shall continue to operate the Waterfront Streetcar System at least to the time of the dissolution of Local Improvement District No. 6731, anticipated to occur December 8, 1995.

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9. Rider Information Signage.

All informational signage located on the streetcar stop platforms that advise passengers of schedules, fares, operating instructions and general information about the historic nature of the streetcar or the surrounding area shall be the responsibility of Metro.

10. Traffic Control Devices.

The installation, removal and maintenance of all traffic control devices which control, direct and/or warn pedestrians and operators of vehicles and streetcars, shall be the sole responsibility of the City. Installation, removal and maintenance of devices located along the track and deemed by the City to apply solely to the operation of the streetcars shall be paid for by Metro. Traffic control signing located within the Waterfront Streetcar maintenance, storage and yard facilities will be the responsibility of Metro.

11. Mutual Consultation/Cooperation.

- a) To the degree permitted by law and City ordinance, the City agrees to expedite and use its best efforts to facilitate the design reviews and processing of applications for City permits and approvals requested by Metro for extension of the Waterfront Streetcar System.
- b) Metro agrees to cooperate in the identification and acquisition of funding for capital costs associated with changes in the trackage, carstops and associated facilities which might be needed as a result of the planning, design and construction of revisions to the street areas of Alaskan Way, commonly known as the Harborfront Plan.
- c) The City agrees to provide Metro with timely and frequent opportunities for involvement in the proposed Harborfront Plan as it relates to the Waterfront Streetcar System, Metro operations and other Metro facilities on the waterfront.
- d) Metro recognizes that the City is presently negotiating with the Burlington Northern Railroad relative to their operation of trains along the waterfront. The City will consult with and

seek agreement by Metro with regard to the terms of any agreement between the City and Burlington Northern Railroad insofar as those terms affect trackage used by the streetcars, their carstops or hours of operation.

12. Operating Assistance.

On the transfer date, the City shall be released from all obligations relating to Waterfront Streetcar Facilities, including particularly financial assistance for its continued operations. The City makes no commitment to provide any financial assistance for the operating or improvement of the Waterfront Streetcar System. If the City decides to provide such financial assistance, the parties will execute an amendment or separate agreement for that purpose.

13. Prior Agreements.

This Agreement supersedes all prior agreements between the parties relating to operation and maintenance of the Waterfront Streetcar.

14. Successors and Assigns.

This Agreement and all the terms, provisions, conditions and covenants hereof shall be binding upon the parties hereto and their respective successors and assigns.

15. Amendments.

Both parties reserve the power to amend this agreement by mutual agreement. It creates no private vested rights in any person.

16. Incorporation of Documents.

The following exhibits are incorporated by reference and are part of the text of this agreement:

Exhibit "A" Description of Property and Equipment

Exhibit "B" Streetcar Conductor Job Classification

Exhibit "C" Outstanding Contracts

17. Effective Date of Transfer

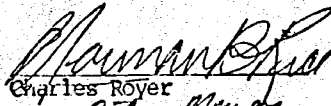
This agreement and its provisions are effective as of January 1, 1986.

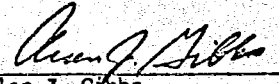
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To record their agreement, this document was executed by the parties through their authorized representatives.

THE CITY OF SEATTLE


MUNICIPALITY OF METROPOLITAN
SEATTLE

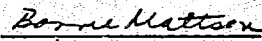
By: 
Charles Royer
Mayor *Acting Mayor*

By: 
Alan J. Gibbs
Executive Director

Date: December 31, 1985
Acting under the authority of
Seattle Ordinance
No. 112478

Date: December 31, 1985
Acting under the authority of
Metro Council Resolution
No. 4645

Attest: 
Tim Hill
City Comptroller

Attest: 
Bonnie Mattson
Clerk of the Council

ROUTING	DATE	INITIAL
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ORD# 112478

TO: Michael Saunders
City Clerk

FROM: Franchises, Utilities and
Street Use

Please file attached document with

Ordinance

Number

112478

Thank You
Ray Allwine
2394



Municipality of Metropolitan Seattle

Exchange Bldg. • 821 Second Ave., Seattle, Washington 98104

THE CITY OF SEATTLE
ENGINEER DEPT

Nov 5 9 46 AM '86

November 3, 1986

Mr. Ray Allwine,
Franchise, Utility and Street Use
Seattle Engineering Use
501 Municipal Bldg.
Seattle, WA 98104

Re: Right of Way Permits/Hold Harmless

Dear Mr. Allwine,

As a condition of issuance of right-of-way permits for public works projects by the Municipality of Metropolitan Seattle, Metro respectfully submits this letter as its official intent to indemnify and hold harmless the City of Seattle, to the extent provided by law, City of Seattle officers, principals, agents and employees for any liability whatsoever for any injuries to persons or damage to property arising out of the performance of this agreement.

Be it further noted that the Municipality of Metropolitan Seattle, for purposes of this agreement, has a funded self-insured reserve for 10 million dollars and carries excess liability of an additional 15 million dollars, the limits thus applying to both personal injury (bodily injury) and property damage, and as a condition of said permit(s), conveys this letter as evidence of limits of liability.

Sincerely,

George R. Jones
Risk Administrator

GRJ:ph

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CITY OF SEATTLE
1986 NOV 28 AM 9:05
RECEIVED AND CITY CLERK

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